



## END USER LICENSE AGREEMENT

This is an agreement between **The Resolve Store** and you, the licensee ("you"). If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity.

By using our website and/or purchasing one of our licenses, you agree to be bound by the terms and conditions of the following End User License (the "Agreement"):

### Definitions

For the purpose of this Agreement, the following definitions will apply: A "Product" is any item licensed through **TheResolve.Store**

### Limitations of Use

You may not:

Sell, assign, transfer, share, sublicense or otherwise redistribute any Product, or the right to use any Product, to any third party, except solely as embodied within a media project created by you;

Sell, assign, transfer, share, sublicense or otherwise redistribute any Product in a manner that is competitive with **TheResolve.Store**, including as, or as part of, a digital Product;

Charge a client or third party for customization services for less than the cost of the actual Product; represent, expressly or by way of reasonable implication, that any Product was created by you or a person other than the copyright holder(s) of that Product;

Use a Product in connection with any media project that is defamatory, or could be considered libelous, obscene, or illegal;

Use a Product in a manner that infringes upon any third party's trademark or other intellectual property right, or would give rise to a claim of deceptive advertising or unfair competition; or render the Product through a service that allows a third party to customize a digital or physical product to their specific needs, such as an "on demand", "made to order" or "build it yourself" service.

## **Ownership**

You hereby acknowledge that **The Resolve Store** is and remains the owner of all right, title and interest in each Product licensed by you, including without limitation any copyrights therein. Each Product is protected by and subject to United Kingdom and international copyright laws. The Resolve Store retains the right to sell licenses to the Products to third parties at its discretion.

## **Warranties and Representations**

All Products are provided "as is" without warranty of any kind, either express or implied, including, but not limited to the implied warranties of non-infringement, merchantability, or fitness for a particular purpose.

Notwithstanding the foregoing, **The Resolve Store** warrants that it has the right to grant the license granted hereunder.

## **Limitation of Liability**

In the event of a claim arising from the use of a Product, **The Resolve Store's** total liability to you under this Agreement shall be limited to the fee paid hereunder by you to **The Resolve Store** for the license to such Product.

In the event that **The Resolve Store** gets a notice that any Product may be subject to a claim of infringement, upon notice from **The Resolve Store**, you will immediately stop using the Product, delete or remove the Product from your premises, computer systems and storage (electronic or physical), and ensure that your clients do likewise. In such event, **The Resolve Store's** sole obligation will be to provide you with a comparable Product (which comparability will be determined by **The Resolve Store** in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

## **General Provisions**

This Agreement shall be governed by and construed according to the laws of the Province of England, UK, and the Parties hereby acquiesce to the jurisdiction of the courts of the judicial district of Liverpool. The parties hereto have expressly requested that this Agreement and all ancillary documents be drafted in the English language. Les parties aux présentes ont expressément exigé que cette convention et tous les documents accessoires soient rédigés en langue anglaise. Nothing in the present Agreement shall be interpreted as constituting or creating a joint venture or partnership between the Parties. This Agreement shall be to the benefit of and bind the respective heirs, executors, administrators and assigns of the Parties hereto.

If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

It is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this TOS as to third parties.